

ORDINANCE NO. 2746 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOLLOWING EASEMENTS IN FAVOR OF SALT RIVER PROJECT: (1) AN AERIAL EASEMENT ALONG THE EAST SIDE OF 67TH AVENUE FROM CAMELBACK ROAD TO GLENDALE AVENUE; (2) AN AERIAL EASEMENT ALONG THE EAST SIDE OF 67TH AVENUE FROM CAMELBACK ROAD TO GLENDALE AVENUE; (3) A TRANSMISSION LINE EASEMENT ALONG THE EAST SIDE OF 67TH AVENUE FROM CAMELBACK ROAD TO GLENDALE AVENUE; (4) A TRANSMISSION LINE EASEMENT ALONG THE EAST SIDE OF 67TH AVENUE FROM CAMELBACK ROAD TO GLENDALE AVENUE; AND (5) A TRANSMISSION LINE EASEMENT AT THE NORTHWEST CORNER OF 51ST AVENUE AND CAMELBACK ROAD; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE ALONG WITH THE EASEMENTS BE RECORDED.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves the easements and all the terms and conditions thereto and directs that the City Manager for the City of Glendale execute said documents granting Salt River Project an easement upon, across, over and under the surface of certain properties located within existing City property, in the form attached hereto as exhibits. The legal descriptions are contained in the Easements.

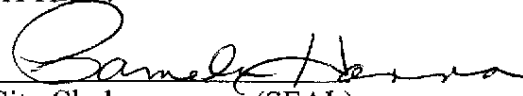
SECTION 2. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by Salt River Project of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of Salt River Project.

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance along with the Easements for recording to the Maricopa County Recorder's Office.

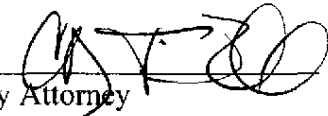
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 26th day of October, 2010.


MAYOR

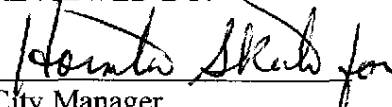
ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:


City Manager

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB400
PO Box 52025
Phoenix, Arizona 85072-2025

AERIAL EASEMENT

Maricopa County
67th Ave: Camelback to Glendale
NW4 Sec. 7 T2N R2E

Agt. MNT
Job # XA3-3747
W *W* C

**CITY OF GLENDALE,
an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors, and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement over, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain for itself and others a line of conductors or cables supports, and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity, and for all other purposes connected therewith, including transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes (collectively "Facilities") at such locations and elevations, over, across and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property and with the right to use Grantor's lands adjacent to said easement during temporary periods of construction.

The lands through and across which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Northwest quarter of Section 7, Township 2 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to excavation. Notice is also hereby given that any activity performed within the Easement Property shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes 40-360.41-45.

Grantor shall not construct or permit to be constructed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the limits of said easement.

Provided, however, that Grantor may, with the prior written consent and in the sole discretion of the Grantee, use the easement area for such purposes as landscaping, parks, golf courses, storm water retention basins, cross fences, trail and bike paths, alleys, driveways, road crossings, vehicle parking or storing, irrigation ditches, pipelines, and public utilities.

Grantor reserves the right to cultivate, graze, use and occupy said premises for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger any of the equipment or other property of the Grantee or the use thereof.

Grantee shall have the right to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee permanently abandons said easement, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon easement within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

IN WITNESS WHEREOF, **CITY OF GLENDALE**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, 20_____.

APPROVED AS TO FORM:

CITY OF GLENDALE, an Arizona municipal corporation

City Attorney

By: City Manager

ATTEST:

City Clerk

STATE OF _____)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 20____, by _____ and _____, City Manager and City Clerk, respectively, of the **CITY OF GLENDALE**, an Arizona municipal corporation.

Notary Public

My Commission Expires:

(Notary Stamp/Seal)

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

MARICOPA COUNTY
ENGINEERING DEPARTMENT
BRASS CAP IN HANDHOLE
STAMPED "N397" NORTHWEST
CORNER SEC. 7, T2N, R2E

SKETCH

T2N - R2E

Maricopa County
SCALE: 1"=100'

706.52'
S00°18'19"W

36.94'
S89°41'41"E

67TH AVE.

P.O.B.

L2

L4

PROP. LINE

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00'	S88°47'31"E
L2	8.06'	S88°47'31"E
L3	51.50'	S00°18'19"W
L4	1.12'	N89°40'36"E
L5	508.81'	S01°12'29"W
L6	10.00'	N88°47'31"W
L7	560.28'	S01°12'29"W

A PORTION OF THE NW4 OF
SECTION 7, T2N, R2E, GILA
& SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

NEW AERIAL
EASEMENT
AREA = 5,521.70 S.F.

65'
EX. R/W

S00°18'19"W

2,635.14'

CITY OF GLENDALE BRASS
CAP IN HANDHOLE
STAMPED "N397" WEST
QUARTER CORNER SEC. 7,
T2N, R2E

MARYLAND AVE

APN: 144-07-005C

Page 1 of 2

Prepared: 8/09 City of Glendale - 67th Avenue
Roadway Improvements
Camelback Road to Glendale Road
SRP AERIAL EASEMENT

Preparing Firm: RITICH-POWELL & ASSOCIATES, INC.
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012
Ph: 602-263-1177
Fax: 602-277-6286



Expires 6-30-2011

EXHIBIT A

SRP 69KV PUBLIC AERIAL EASEMENT

LEGAL DESCRIPTION - NEW SRP 69KV ELECTRICAL AERIAL EASEMENT

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MARICOPA COUNTY ENGINEERING DEPARTMENT BRASS CAP IN HANDHOLE, STAMPED "N397" AND LOCATED AT THE NORTHWEST CORNER OF SAID SECTION 7 FROM WHICH A CITY OF GLENDALE BRASS CAP IN A HANDHOLE, STAMPED "N397" MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, BEARS S00°18'19"W A DISTANCE OF 2,635.14 FEET;

THENCE S00°18'19"W ALONG THE WEST SECTION LINE OF SECTION 7, A DISTANCE OF 706.52 FEET;

THENCE S89°41'41"E A DISTANCE OF 36.94 TO A POINT;

THENCE S88°47'31"E A DISTANCE OF 10.00 TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID 69KV AERIAL EASEMENT, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING S88°47'31"E ALONG THE NORTH LINE OF SAID AERIAL EASEMENT A DISTANCE OF 8.06 FEET TO A POINT, SAID POINT BEING ON THE EXISTING EAST 55 FOOT RIGHT OF WAY OF 67TH AVENUE, WHICH IS COMMON TO THE WEST LINE OF PARCEL 144-07-004F;

THENCE S00°18'19"W ALONG SAID COMMON LINE A DISTANCE OF 51.50 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 144-07-004F;

THENCE N89°40'36"E ALONG THE SOUTH LINE OF SAID PARCEL 144-07-004F A DISTANCE OF 1.42 FEET;

THENCE S01°12'29"W A DISTANCE OF 508.81 FEET TO THE SOUTH LINE OF THIS AERIAL EASEMENT;

THENCE N88°47'31"W ALONG SAID SOUTH LINE A DISTANCE OF 10.00 FEET;

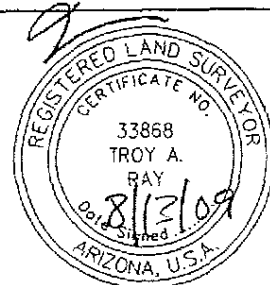
THENCE N01°12'29"E A DISTANCE OF 560.28 FEET TO THE **POINT OF BEGINNING** AND THE END OF THIS DESCRIPTION.

SAID SALT RIVER PROJECT 69KV AERIAL EASEMENT CONTAINS 5521.70 SQUARE FEET, MORE OR LESS.

Page 2 of 2

Prepared: 8/09 City of Glendale - 67th Avenue
Roadway Improvements
Camelback Road to Glendale Road
SRP AERIAL EASEMENT

Preparing Firm: RITCOH-POWELL & ASSOCIATES, INC.
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012
Ph: 602-263-1177
Fax: 602-277-6286



Expires 6-30-2011

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB400

PO Box 52025

Phoenix, Arizona 85072-2025

AERIAL EASEMENT

Maricopa County
67th Ave: Camelback to Glendale
SW4 Sec. 7 T2N R2E

Agt. MNT
Job # XA3-3747
W NST C _____

**CITY OF GLENDALE,
an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors, and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement over, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain for itself and others a line of conductors or cables supports, and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity, and for all other purposes connected therewith, including transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes (collectively "Facilities") at such locations and elevations, over, across and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property and with the right to use Grantor's lands adjacent to said easement during temporary periods of construction.

The lands through and across which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Southwest quarter of Section 7, Township 2 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to excavation. Notice is also hereby given that any activity performed within the Easement Property shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes 40-360.41-45.

Grantor shall not construct or permit to be constructed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the limits of said easement.

Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Parcel for any purpose consistent with the rights and privileges above granted, provided, however, that such use shall not unreasonably interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

Grantor reserves the right to cultivate, graze, use and occupy said premises for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger any of the equipment or other property of the Grantee or the use thereof.

Grantee shall have the right to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee permanently abandons said easement, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon easement within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

Glendale shall indemnify, defend and hold harmless SRP, the members of its governing bodies, its officers, and its employees for, from and against any lawsuit (including attorneys' fees), losses, damages, or expenses incurred by SRP arising out of or related to: (i) any claim by Glendale or a third party that SRP does not possess each and every right described in this easement; or (ii) any subsequent relocation of the electric Facilities (including land acquisition costs for such relocated Facilities) caused or requested by Glendale or a third party. This indemnification and defense obligation includes the obligation to defend against claims of third parties that SRP does not possess all the rights intended to be granted hereunder. This indemnification and defense obligation also includes the obligation to relocate SRP facilities in the event that a third party or Glendale successfully asserts rights that require the relocation of installed Facilities or otherwise infringe on SRP's underlying land rights intended to be granted hereunder.

IN WITNESS WHEREOF, **CITY OF GLENDALE**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, 20____.

APPROVED AS TO FORM:

CITY OF GLENDALE, an Arizona municipal corporation

City Attorney

By: City Manager

ATTEST:

City Clerk

STATE OF _____)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 20____, by _____ and _____, City Manager and City Clerk, respectively, of the **CITY OF GLENDALE**, an Arizona municipal corporation.

Notary Public

My Commission Expires:

(Notary Stamp/Seal)

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

SKETCH

T2N-R2E

CITY OF GLENDALE BRASS CAP IN
HANDHOLE STAMPED "N397"
WEST QUARTER CORNER SEC. 7,
T2N, R2E

Maricopa County
SCALE: 1"=150'

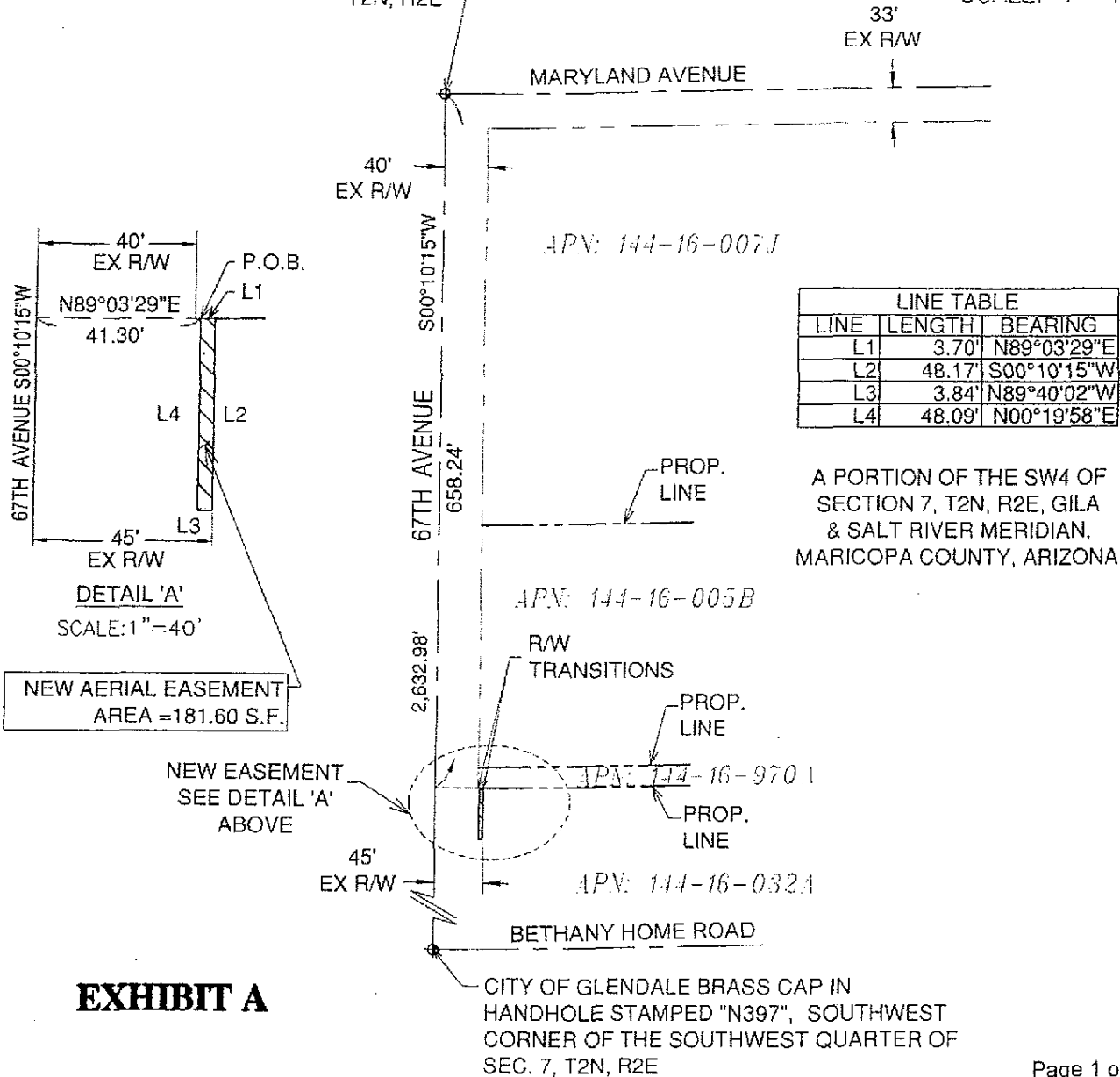
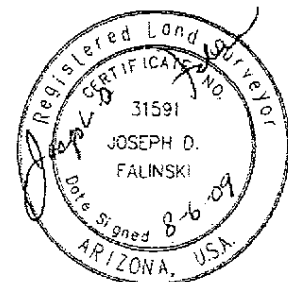


EXHIBIT A

Page 1 of 2

Prepared: 8/09 City of Glendale - 67th Avenue
Roadway Improvements
Camelback Road to Glendale Road
SRP AERIAL EASEMENT

Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012
Ph: 602-263-1177
Fax: 602-277-6286



Expires 9-30-09

EXHIBIT A

SRP 69KV PUBLIC AERIAL EASEMENT

LEGAL DESCRIPTION - NEW SRP 69KV ELECTRICAL AERIAL EASEMENT

THAT PORTION OF LOT 3 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF GLENDALE BRASS CAP IN HANDHOLE, STAMPED "N397" AND LOCATED AT THE WEST QUARTER CORNER OF SAID SECTION 7 FROM WHICH ANOTHER CITY OF GLENDALE BRASS CAP IN A HANDHOLE, STAMPED "N397" MARKING THE SOUTHWEST CORNER OF SAID SECTION 7, BEARS S00°10'15"W A DISTANCE OF 2,632.98 FEET;

THENCE S00°10'15"W ALONG THE WEST SECTION LINE OF SECTION 7, A DISTANCE OF 658.24 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID LOT 3;

THENCE N89°03'29"E ALONG SAID SOUTH LINE A DISTANCE OF 41.30 FEET TO A POINT, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING N89°03'29"E ALONG SAID SOUTH LINE A DISTANCE OF 3.70 FEET TO THE EXISTING EAST 45 FOOT RIGHT OF WAY OF 67TH AVENUE;

THENCE S00°10'15"W ALONG SAID EXISTING EAST 45 FOOT RIGHT OF WAY OF 67TH AVENUE DISTANCE OF 48.17 FEET TO THE SOUTH END OF THIS EASEMENT;

THENCE N89°40'02"W ALONG THE SOUTH LINE OF THIS EASEMENT A DISTANCE OF 3.84 FEET;

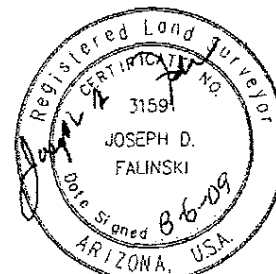
THENCE N00°19'58"E A DISTANCE OF 48.09 FEET TO THE **POINT OF BEGINNING** AND THE END OF THIS DESCRIPTION.

SAID SALT RIVER PROJECT 69KV ELECTRIC AERIAL EASEMENT CONTAINS 181.60 SQUARE FEET, MORE OR LESS.

Page 2 of 2

Prepared: 8/09 City of Glendale - 67th Avenue
Roadway Improvements
Camelback Road to Glendale Road
SRP AERIAL EASEMENT

Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012
Ph: 602-263-1177
Fax: 602-277-6286



Expires 9-30-09

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB400

P. O. Box 52025

Phoenix, Arizona 85072-2025

EASEMENT

Maricopa County
67th Ave: Camelback to Glendale
NW4 Sec. 7 T2N R2E

Agt. MNT
Job # XA3-3747
W MT C _____

**CITY OF GLENDALE,
an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors, and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain a line or lines of poles, towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, and underground conduits, conductors, pipes, cables, vaults, manholes, guys, anchorage, crossarms, braces, transformers and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity, and for all other purposes connected therewith, including transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes (collectively "Facilities") at such locations and elevations, in, upon, over, under, across and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property and with the right to use Grantor's lands adjacent to said easement during temporary periods of construction.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Northwest quarter of Section 7, Township 2 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation. Notice is also hereby given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes 40-360.41-45.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right to construct, modify and maintain access openings at such locations and of such dimensions as solely determined by Grantee in walls or fences within the Easement Parcel. Grantor shall, at its expense, provide Grantee openings, at such locations and of such dimensions as solely determined by Grantee in future walls or fences within the Easement Parcel. Grantor shall have the right to install gates across said openings and Grantor and Grantee shall have the right to use said gates, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device.

Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Parcel for any purpose consistent with the rights and privileges above granted, provided, however, that such use shall not unreasonably interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

IN WITNESS WHEREOF, **CITY OF GLENDALE**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, 20____.

APPROVED AS TO FORM:

CITY OF GLENDALE, an Arizona municipal corporation

City Attorney

By: City Manager

ATTEST:

City Clerk

STATE OF _____)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 20____, by _____ and _____, City Manager and City Clerk, respectively, of the **CITY OF GLENDALE**, an Arizona municipal corporation.

Notary Public

My Commission Expires:

(Notary Stamp/Seal)

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

SKETCH

MARICOPA COUNTY
ENGINEERING DEPARTMENT
BRASS CAP IN HANDHOLE
STAMPED "N397" NORTHWEST
CORNER SEC. 7, T2N, R2E

T2N - R2E

Maricopa County
SCALE: 1"=100'

706.52'
S00°18'19"W

36.94'
S89°41'41"E

P.O.B.

PROP. LINE

67TH AVE.

NEW GROUND
EASEMENT
AREA = 5,602.88 S.F.

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00'	S88°47'31"E
L2	560.28'	S01°12'29"W
L3	10.00'	N88°47'31"W
L4	560.28'	N01°12'29"E

A PORTION OF THE NW4 OF
SECTION 7, T2N, R2E, GILA
& SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

65'
EX. R/W

S00°18'19"W

2,635.14'

CITY OF GLENDALE BRASS
CAP IN HANDHOLE
STAMPED "N397" WEST
QUARTER CORNER SEC. 7,
T2N, R2E

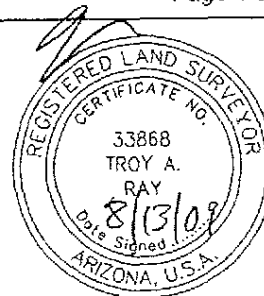
MARYLAND AVE

APN: 144-07-005C

Page 1 of 2

Prepared: 8/09 City of Glendale - 67th Avenue
Roadway Improvements
Camelback Road to Glendale Road
SRP GROUND EASEMENT

Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012
Ph: 602-263-1177
Fax: 602-277-6286



Expires 6-30-2011

EXHIBIT A

SRP 69KV PUBLIC GROUND EASEMENT

LEGAL DESCRIPTION - NEW SRP 69KV ELECTRICAL GROUND EASEMENT

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MARICOPA COUNTY ENGINEERING DEPARTMENT BRASS CAP IN HANDHOLE, STAMPED "N397" AND LOCATED AT THE NORTHWEST CORNER OF SAID SECTION 7 FROM WHICH A CITY OF GLENDALE BRASS CAP IN A HANDHOLE, STAMPED "N397" MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, BEARS S00°18'19"W A DISTANCE OF 2,635.14 FEET;

THENCE S00°18'19"W ALONG THE WEST SECTION LINE OF SECTION 7, A DISTANCE OF 706.52 FEET;

THENCE S89°41'41"E A DISTANCE OF 36.94 TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID 69KV GROUND EASEMENT, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE S88°47'31"E ALONG THE NORTH LINE OF SAID 69KV GROUND EASEMENT A DISTANCE OF 10.00 FEET;

THENCE S01°12'29"W A DISTANCE OF 560.28 FEET TO THE SOUTH LINE OF SAID 69KV GROUND EASEMENT;

THENCE N88°47'31"W ALONG THE SOUTH LINE OF SAID 69KV GROUND EASEMENT, A DISTANCE OF 10.00 FEET;

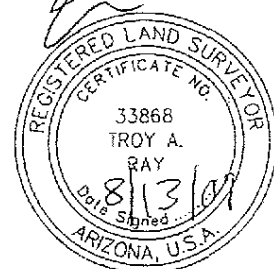
THENCE N01°12'29"E A DISTANCE OF 560.28 FEET TO THE **POINT OF BEGINNING** AND THE END OF THIS DESCRIPTION.

SAID SALT RIVER PROJECT 69KV ELECTRIC GROUND EASEMENT CONTAINS 5602.88 SQUARE FEET, MORE OR LESS.

Page 2 of 2

Prepared: 8/09 City of Glendale - 67th Avenue
Roadway Improvements
Camelback Road to Glendale Road
SRP GROUND EASEMENT

Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012
Ph: 602-263-1177
Fax: 602-277-6286



Expires 6-30-2011

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB400

P. O. Box 52025

Phoenix, Arizona 85072-2025

EASEMENT

Maricopa County
67th Ave: Camelback to Glendale
SW4 Sec. 7 T2N R2E

Agt. MNT
Job # XA3-3747
W MT C _____

**CITY OF GLENDALE,
an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors, and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain a line or lines of poles, towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, and underground conduits, conductors, pipes, cables, vaults, manholes, guys, anchorage, crossarms, braces, transformers and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity, and for all other purposes connected therewith, including transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes (collectively "Facilities") at such locations and elevations, in, upon, over, under, across and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property and with the right to use Grantor's lands adjacent to said easement during temporary periods of construction.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Southwest quarter of Section 7, Township 2 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation. Notice is also hereby given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes 40-360.41-45.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right to construct, modify and maintain access openings at such locations and of such dimensions as solely determined by Grantee in walls or fences within the Easement Parcel. Grantor shall, at its expense, provide Grantee openings, at such locations and of such dimensions as solely determined by Grantee in future walls or fences within the Easement Parcel. Grantor shall have the right to install gates across said openings and Grantor and Grantee shall have the right to use said gates, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device.

Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Parcel for any purpose consistent with the rights and privileges above granted, provided, however, that such use shall not unreasonably interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

Glendale shall indemnify, defend and hold harmless SRP, the members of its governing bodies, its officers, and its employees for, from and against any lawsuit (including attorneys' fees), losses, damages, or expenses incurred by SRP arising out of or related to: (i) any claim by Glendale or a third party that SRP does not possess each and every right described in this easement; or (ii) any subsequent relocation of the electric Facilities (including land acquisition costs for such relocated Facilities) caused or requested by Glendale or a third party. This indemnification and defense obligation includes the obligation to defend against claims of third parties that SRP does not possess all the rights intended to be granted hereunder. This indemnification and defense obligation also includes the obligation to relocate SRP facilities in the event that a third party or Glendale successfully asserts rights that require the relocation of installed Facilities or otherwise infringe on SRP's underlying land rights intended to be granted hereunder.

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IN WITNESS WHEREOF, **CITY OF GLENDALE**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, 20____.

APPROVED AS TO FORM:

CITY OF GLENDALE, an Arizona municipal corporation

City Attorney

By: City Manager

ATTEST:

City Clerk

STATE OF _____)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 20____, by _____ and _____, City Manager and City Clerk, respectively, of the **CITY OF GLENDALE**, an Arizona municipal corporation.

Notary Public

My Commission Expires:

(Notary Stamp/Seal)

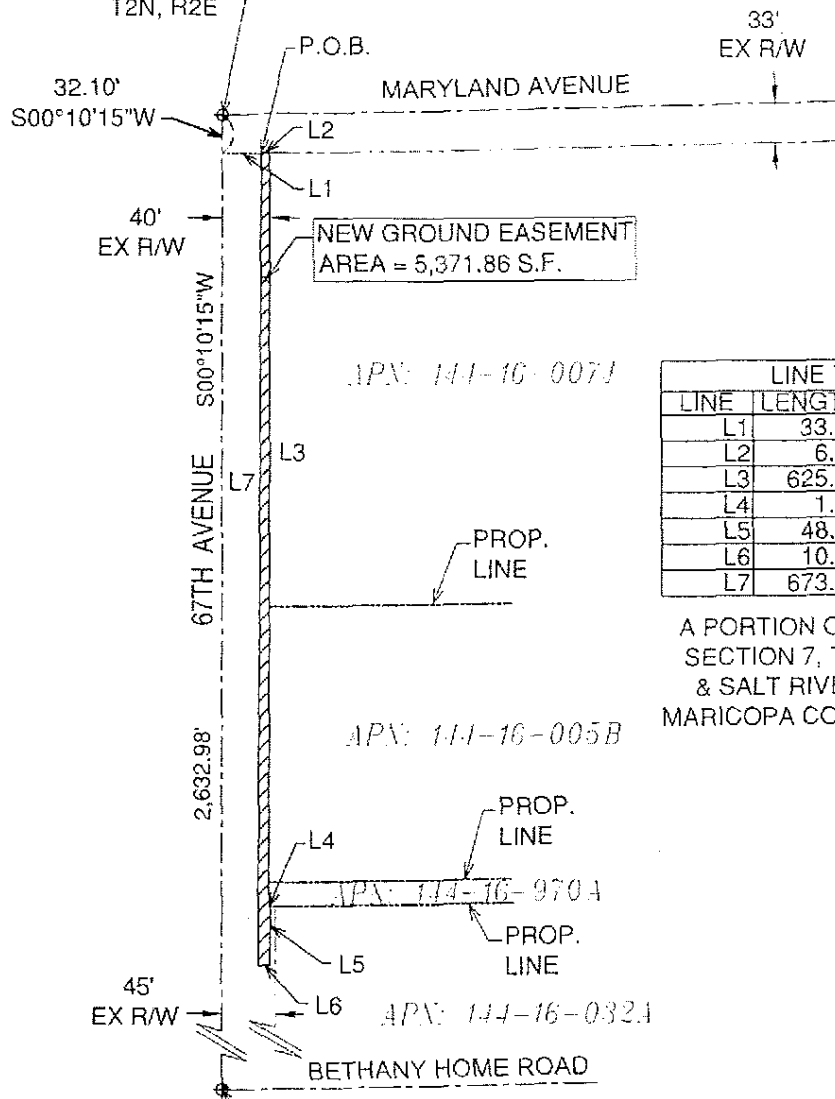
Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

CITY OF GLENDALE BRASS CAP IN
HANDHOLE STAMPED "N397"
WEST QUARTER CORNER SEC. 7,
T2N, R2E

SKETCH

T2N-R2E

Maricopa County
SCALE: 1"=150'



LINE TABLE		
LINE	LENGTH	BEARING
L1	33.06'	S89°49'45"E
L2	6.94'	S89°04'54"E
L3	625.27'	S00°10'15"W
L4	1.29'	N89°03'29"E
L5	48.09'	S00°19'58"W
L6	10.00'	N89°40'02"W
L7	673.40'	N00°19'58"E

A PORTION OF THE SW4 OF
SECTION 7, T2N, R2E, GILA
& SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

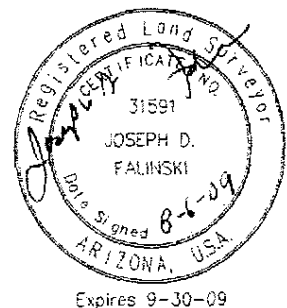
EXHIBIT A

CITY OF GLENDALE BRASS CAP IN
HANDHOLE STAMPED "N397", SOUTHWEST
CORNER OF THE SOUTHWEST QUARTER OF
SEC. 7, T2N, R2E

Page 1 of 2

Prepared: 8/09 City of Glendale - 67th Avenue
Roadway Improvements
Camelback Road to Glendale Road
SRP GROUND EASEMENT

Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012
Ph: 602-263-1177
Fax: 602-277-6286



Expires 9-30-09

EXHIBIT A

SRP 69kV PUBLIC GROUND EASEMENT

LEGAL DESCRIPTION - NEW SRP 69kV ELECTRICAL GROUND EASEMENT

THAT PORTION OF LOT 3 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF GLENDALE BRASS CAP IN HANDHOLE, STAMPED "N397" AND LOCATED AT THE WEST QUARTER CORNER OF SAID SECTION 7 FROM WHICH ANOTHER CITY OF GLENDALE BRASS CAP IN A HANDHOLE, STAMPED "N397" MARKING THE SOUTHWEST CORNER OF SAID SECTION 7, BEARS S00°10'15"W A DISTANCE OF 2,632.98 FEET;

THENCE S00°10'15"W ALONG THE WEST SECTION LINE OF SECTION 7, A DISTANCE OF 32.10 FEET;

THENCE S89°49'45"E A DISTANCE OF 33.06 FEET TO A POINT, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE S89°04'54"E A DISTANCE OF 6.94 FEET TO A POINT, SAID POINT BEING COMMON TO THE EXISTING EAST 40 FOOT RIGHT OF WAY OF 67TH AVENUE AND ALSO THE EXISTING SOUTH 33 FOOT RIGHT OF WAY OF MARYLAND AVENUE;

THENCE S00°10'15"W ALONG SAID EXISTING 40 FOOT EAST RIGHT OF WAY OF 67TH AVENUE A DISTANCE OF 625.27 FEET;

THENCE N89°03'29"E A DISTANCE OF 1.29 FEET;

THENCE S00°19'58"W A DISTANCE OF 48.09 FEET;

THENCE N89°40'02"W A DISTANCE OF 10.00 FEET;

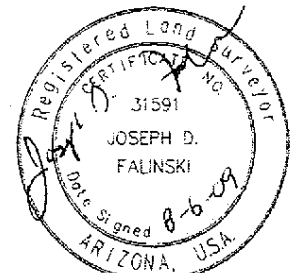
THENCE N00°19'58"E A DISTANCE OF 673.40 FEET TO THE **POINT OF BEGINNING** AND THE END OF THIS DESCRIPTION.

SAID SALT RIVER PROJECT 69kV ELECTRIC GROUND EASEMENT CONTAINS 5371.86 SQUARE FEET, MORE OR LESS.

Page 2 of 2

Prepared: 8/09 City of Glendale - 67th Avenue
Roadway Improvements
Camelback Road to Glendale Road
SRP GROUND EASEMENT

Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012
Ph: 602-263-1177
Fax: 602-277-6286



Expires 9-30-09

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB400

P. O. Box 52025

Phoenix, Arizona 85072-2025

EASEMENT

Maricopa County
51st Ave / Camelback Rd
SE4 Sec. 17 T2N R2E

R/W# Agt. MNT

Job # XA3-3634

W MT C _____

**CITY OF GLENDALE,
an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors, and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain a line or lines of poles, towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, and underground conduits, conductors, pipes, cables, vaults, manholes, guys, anchorage, crossarms, braces, transformers and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity, and for all other purposes connected therewith and for the transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes (collectively "Facilities") at such locations and elevations, in, upon, over, under, across and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property and with the right to use lands adjacent to said easement during temporary periods of construction.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

That portion of the Southeast quarter of Section 17, Township 2 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

Said easement described on Exhibits A and A1, attached hereto and by this reference made a part hereof.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation. Notice is also hereby given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes 40-360.41-45.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right to construct, modify and maintain access openings at such locations and of such dimensions as solely determined by Grantee in walls or fences within the Easement Parcel. Grantor shall, at its expense, provide Grantee openings, at such locations and of such dimensions as solely determined by Grantee in future walls or fences within the Easement Parcel. Grantor shall have the right to install gates across said openings and Grantor and Grantee shall have the right to use said gates, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device.

Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Parcel for any purpose consistent with the rights and privileges above granted, provided, however, that such use shall not unreasonably interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

IN WITNESS WHEREOF, **CITY OF GLENDALE**, a municipal corporation, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, 20____.

APPROVED AS TO FORM:

CITY OF GLENDALE, a municipal corporation

City Attorney

By: City Manager

ATTEST:

City Clerk

STATE OF _____)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 20____, by _____ and _____, City Manager and City Clerk, respectively, of the **CITY OF GLENDALE**, a municipal corporation of the State of Arizona.

Notary Public

My Commission Expires:

(Notary Stamp/Seal)

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

EXHIBIT "A"
LEGAL DESCRIPTION FOR
SALT RIVER PROJECT TRANSMISSION LINE EASEMENT

That portion of the Southeast quarter of Section 17, Township 2 North, Range 2 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 17 (brass cap in handhole) from which the South quarter corner of said Section 17 (brass cap in handhole) bears North 89°26'28" West, 2680.54 feet;

thence North 89°26'28" West, 65.59 feet along the South line of said Southeast quarter of Section 17;

thence departing said South line North 00°33'32" East, 44.36 feet to the POINT OF BEGINNING;

thence North 86°40'29" West, 126.92 feet;

thence South 85°04'52" West, 182.66 feet;

thence North 04°55'08" West, 10.00 feet;

thence North 85°04'52" East, 183.38 feet;

thence South 86°40'29" East, 127.64 feet;

thence South 03°19'31" West, 10.00 feet to the POINT OF BEGINNING.

Said Salt River Project Transmission Line Easement contains 3,103 square feet or 0.0712 acres more or less.

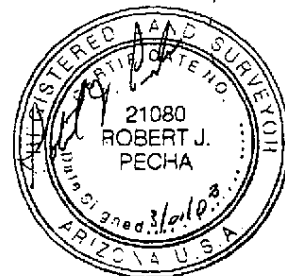
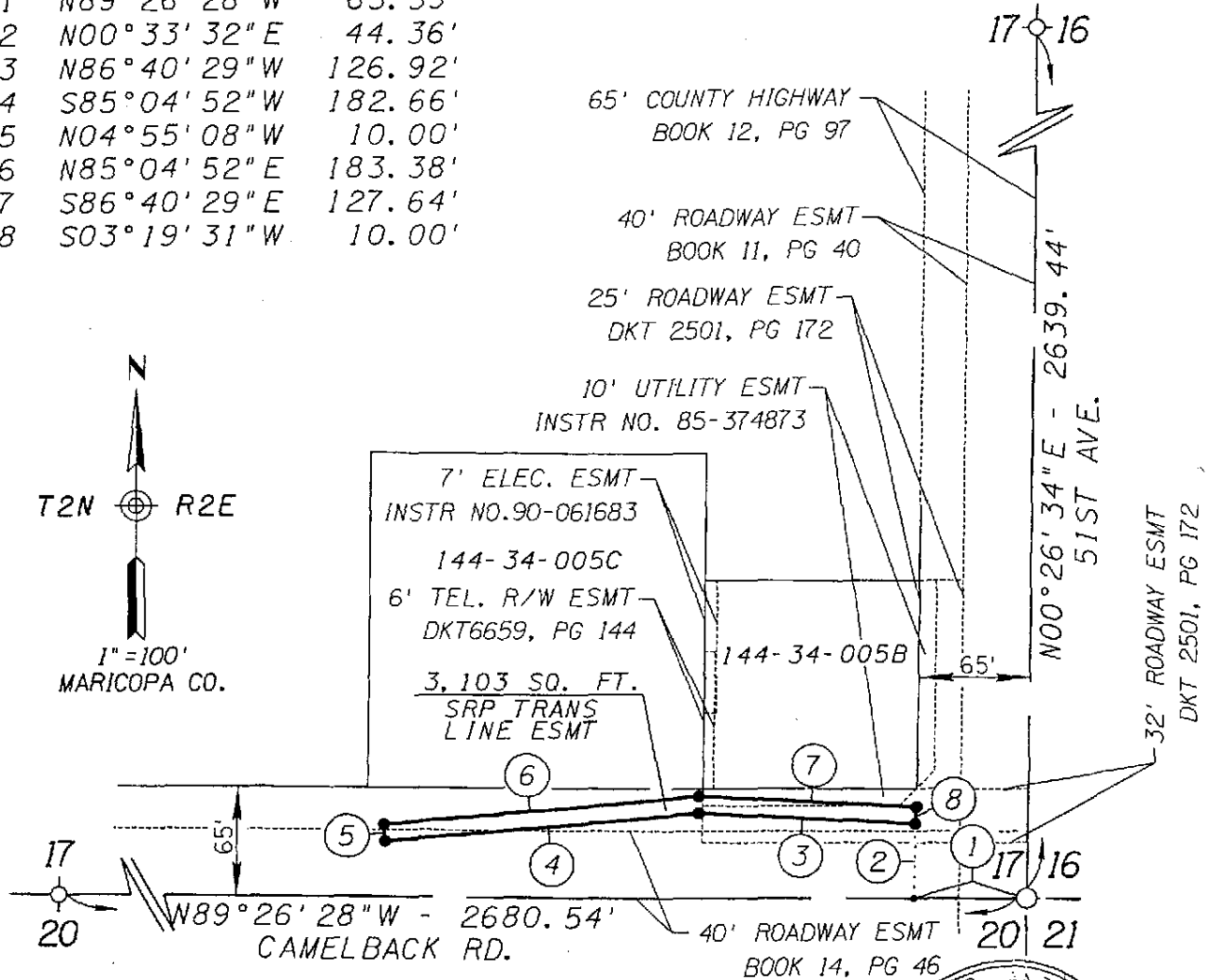


EXHIBIT A1
S.R.P. TRANSMISSION LINE EASEMENT
 A PORTION OF THE SE1/4 OF SECTION 17, T2N, R2E,
 G&SRM, MARICOPA COUNTY, ARIZONA

DATA TABLE

1	N89°26'28"W	65.59'
2	N00°33'32"E	44.36'
3	N86°40'29"W	126.92'
4	S85°04'52"W	182.66'
5	N04°55'08"W	10.00'
6	N85°04'52"E	183.38'
7	S86°40'29"E	127.64'
8	S03°19'31"W	10.00'



0 50 100
 Scale

URS

7720 North 16th Street
 Suite 100 - Phoenix, AZ
 85020 - 602.371.1100

GLENDALÉ ONBOARD TRANSPORTATION PROGRAM

CAMELBACK RD. & 51ST AVENUE